



**FORTEMENT ASSOCIATION, INC.**  
 (A Maryland Non-Profit Corporation)  
**HAMPTON PLAZA — SUITE 1103 — 300 EAST JOPPA ROAD**  
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 (301) 296-2990 (800) 638-6906

### **CERTIFICATE OF BENEFITS**

#### **FAMILY OR INDIVIDUAL — PRIMARY LEGAL SERVICE — TAX PREPARATION — CRIMINAL**

**PLAN BENEFITS** — Plan Members will have available the services of a Firm of Attorneys and support staff for purposes of rendering the following personal legal services to the Plan Member in their Service Area without limitation as to the amount of time rendered by the Firm, subject to the exclusions, and general provisions noted:

1. **PREVENTIVE LAW** — Firm will provide each Plan Member with legal advice by telephone or direct office consultation on any problem the Plan Member believes to be of a legal nature. Firm will state to the Plan Member an explanation of the principles involved and an evaluation of any legal risk or exposure to Plan Member.
2. **SIMPLE WILLS** — Firm will prepare for Plan Member, at Plan Member's request what is commonly regarded as a simple will, i.e., a will which does not include the creation of any trust or other continuing estate. Firm will also provide for the periodic review and amendment of the will or the preparation of one or more codicils to reflect changing circumstances in the testator's affairs.
3. **PROBATE** — Firm will provide Plan Member with legal assistance in the presentation to the appropriate court for the judicial or administrative probate of estates petitions to probate said estates. Firm will not enter an appearance in said court unless the Firm and Plan Member agree on further representation at the Firm's normal and usual fee.
4. **BANKRUPTCY** — Firm will provide Plan Member with all the necessary legal representation to present the Plan Member, to the appropriate court, as bankrupt in non-business and wage-earner bankruptcy.
5. **ADOPTION PROCEEDING** — Firm will provide legal assistance to any Plan Member in connection with any adoptions that are not contested.
6. **BIRTH CERTIFICATES** — Firm will provide Plan Member with legal assistance in establishing place and date of birth.
7. **CHANGE OF NAME** — Firm will provide Plan Member with legal assistance in any change of name proceedings.
8. **PREPARATION OF NON-COMPLEX LEGAL DOCUMENTS** — Firm will prepare for Plan Member any standard legal documents which do not involve unique, complex and extraordinary provisions.
9. **ADMINISTRATIVE AND OTHER JUDICIAL RECOVERIES** — Firm will provide Plan Member with representation in connection with effecting any recovery (if permitted by applicable law) against a state, county, city, or local subdivision arising out of a civil loss or crime against person or property. Firm will prosecute civil and administrative actions for and on behalf of Plan Member in connection with injuries sustained to person or property, for the deprivation or injury to constitutionally or statutorily guaranteed rights or the adjustment of grievances that are actionable at law or equity. Firm will provide Plan Member with representation in the prosecution, collection and enforcement of any monetary claim or damages where the amount collected is equal to or less than One Thousand Dollars (\$1,000). If the recovery is greater than One Thousand Dollars (\$1,000), Firm may assess its normal and usual fee with respect to the excess over One Thousand Dollars (\$1,000). If the relief sought includes remedies other than monetary damages, then firm will credit a One Thousand Dollar (\$1,000) reduction from their normal and usual fees.
10. **REAL ESTATE TRANSACTIONS** — Firm will provide Plan Member with legal assistance in the purchase, sale, or lease of any dwelling which is used by the Plan Member's family as its principal residence.
11. **CLAIMS FOR CIVIL RECOVERY** — Firm will prosecute civil and administrative actions for and on behalf of Plan Member, where Plan Member is plaintiff, in connection with injuries sustained to person or property, for the deprivation or injury to constitutionally or statutorily guaranteed rights, or the adjustment of grievances that are actionable at law or equity. Firm will provide Plan Member with representation in the prosecution, collection and enforcement of any monetary claim or damages where the amount collected is equal to or less than One Thousand Dollars (\$1,000). If the recovery is greater than One Thousand Dollars (\$1,000), Firm may assess its normal and usual fee with respect to the excess over One Thousand Dollars (\$1,000).
12. **CLAIMS AGAINST INSURANCE COMPANIES, INSURED MOTORISTS, OR UNINSURED MOTORISTS** — Firm will prosecute civil and administrative actions for and on behalf of Plan Member in connection with claims against insurance companies, insured motorists, uninsured motorists, or state maintained funds. Firm will provide Plan Member with representation in the prosecution, collection and enforcement of any monetary claim or damages where the amount collected is equal to or less than One Thousand Dollars (\$1,000). If the recovery is greater than One Thousand Dollars (\$1,000), Firm may assess its normal and usual fee with respect to the excess over One Thousand Dollars (\$1,000).
13. **CONSUMER LAW** — Firm will represent Plan Member in any claim against a manufacturer or distributor for defects in any merchandise, article, service, or in the recovering on any warranty given in connection with the sale of any merchandise, article, or service where such claim is in excess of Twenty-five Dollars (\$25). If the recovery is greater than One Thousand Dollars (\$1,000), Firm may assess its normal and usual fee with respect to the excess over One Thousand Dollars (\$1,000).
14. **PUBLIC LAW** — Firm will provide Plan Member with assistance in completing any forms for benefits that Plan Member is entitled to under Public Law.

**15. DIVORCE, SEPARATION, OR ANNULMENT** — Firm will provide the Plan Member (i.e., the spouse from whose wages payments are being made) legal representation in the filing and prosecution of a complaint for a divorce, separation, annulment, or modification thereto, or defense to such complaint in proceedings which are uncontested. This includes uncontested claims for child custody, support or alimony, and the reasonable negotiations to attempt to effect a property settlement agreement or agreed upon support orders. Uncontested defined under the Plan is where the Firm is participating in negotiations and is able to negotiate entirely all the agreements between the disagreeing parties and no portion of the agreements need be presented to the courts for a determination. Firm will provide Plan Member with legal representation in contested divorce, support, custody, separation, or annulment proceedings but Firm may assess its normal and usual fee.

**16. JUVENILE COURT PROCEEDINGS** — Firm will represent Plan Member, spouse, and dependent children in any juvenile proceeding, against a dependent child, provided that the juvenile authorities have not waived jurisdiction in the case of a child offender. Firm will credit to Plan Member a One Thousand Dollar (\$1,000) reduction from its normal and usual fee where Firm provides Plan Member or dependents with legal representation in such proceedings.

**17. DEFENSE OF MOTOR VEHICLE VIOLATIONS** — Firm will provide Plan Member with legal representation in any non-jury misdemeanor proceeding involving the violation of the Motor Vehicle Code, whether such proceeding is either administrative or criminal. Firm will credit to Plan Member a One Thousand Dollar (\$1,000) reduction from their normal and usual fee where Firm provides Plan Member with legal representation in any felony or jury trial proceeding involving the violation of the Motor Vehicle Code, whether such proceeding is either administrative or criminal.

**18. DEFENSE OF CIVIL ACTIONS** — Firm will provide to each Plan Member up to One Thousand Dollars (\$1,000) worth of legal representation in any civil actions in which he or she is a defendant or respondent. Firm will credit to Plan Member a One Thousand Dollar (\$1,000) reduction from their normal and usual fee where Firm provides Plan Member with legal representation in any proceeding involving the defense of civil actions, whether such proceeding is either administrative or civil.

**19. CREDIT ACTIONS** — Firm will provide Plan Member with legal assistance in arranging Assets, Liabilities, and Payments to Creditors when Plan Member is unable to meet his current and long term obligations.

**20. DEFENSE OF FEDERAL AND STATE CRIMINAL ACTIONS** — Firm will provide Plan Member with legal representation, not previously provided for under Defense of Motor Vehicle Violations, in any non-jury misdemeanor proceedings involving the violation of the federal, state, or any other political subdivision's criminal code, whether such proceeding is either administrative or criminal. Firm will credit to Plan Member a One Thousand Dollar (\$1,000) reduction from its normal and usual fee where Firm provides Plan Member with legal representation in any felony or jury trial proceeding involving the violation of the federal, state, or any other political subdivision's criminal code, whether such proceeding is either administrative or criminal.

**21. PREPARATION OF A JOINT TAX RETURN AND ADVICE** — Tax Service Firm shall prepare for Plan Member and spouse only, a joint tax return in respect of the income of such Plan Member for purposes of the annual or periodic accounting by the Plan Member to the United States, state of domicile, territory, or political subdivision. Tax Service Firm will also render tax advice to Plan Member on any matter, but will assess a nominal fee per inquiry. In the event the Internal Revenue Service (IRS) or revenue gathering agency of any state, territory, or political subdivision challenges the return of any Plan Member, Tax Service Firm will assist Plan Member in obtaining an Enrolled Agent to represent him before the revenue gathering agency. The fee arrangement will be between Plan Member and the Enrolled Agent.

**SERVICES EXCLUDED** — The following services are excluded from coverage to Plan Members under the Plans:

1. No service shall be provided that will violate Public Law 93-95, 93rd Congress.
2. Controversies involving the Employer of Plan Members, Union, or Association, membership in which entitles a Plan Member to benefits, or any dependent of Plan Member or Plan Member's spouse, other than an uncontested divorce, separation or annulment.
3. Controversies involving any judicial, administrative, arbitration, or other proceeding, problem, or controversy, directly involving the Plan, wherein, any party to the Plan, including Fortement Association, Mener Corporation, Mercatus Corporation, Firm of attorneys or attorney, any other agency, regional director, director or representative servicing the Plan, or any other company exercising fiduciary responsibilities with respect to the administration of the Plan as either plaintiff, defendant, or the equivalent.
4. Class actions, interventions or *Amicus Curiae* filings in any suit or controversy among other parties not involving the immediate and direct interest of Plan Member.
5. Any case in which defense or other legal representation is provided through any government agency which will represent Plan Member without charge.
6. Any case in which defense or other legal representation is provided through insurance or other indemnification.
7. Legal representation in connection with any business venture or investment matter participated in by the Plan Member, including, but not limited to partnerships, corporations, sole proprietorships, joint ventures, and similar commercial activities.
8. Cases which are normally handled as contingent fee cases with the exception that the contingent fee on the first One Thousand Dollars (\$1,000) of the claim will not be charged to the Plan Member.
9. Contested divorce, support, custody, separation, annulment, or adoption proceedings.
10. Court actions instituted prior to becoming a Plan Member.
11. Cases involving the purchase, sale, or lease of "investment" or income producing property.
12. Appellate court proceedings.
13. With regard to taxes, appellate-administrative proceedings, litigation before the U.S. Tax Court, U.S. Court of Claims, or other federal, state, territorial, or courts of any political subdivisions.
14. Firm may, but will not be obligated to, defend or litigate any claims which do not exceed Two Hundred Dollars (\$200) or to represent Plan Member for any claims which do not exceed Twenty-five Dollars (\$25), or in which it reasonably appears a judgment from the other parties could not be satisfied.
15. Firm shall have the right to decline the representation of any Plan Member where the matter is deemed by Firm to be frivolous, spurious, or without merit.

16. Criminal cases involving felony or jury trials with the exception that there will be a One Thousand Dollar (\$1,000) reduction from the normal attorney fee.
17. There shall be excluded from the term, "Tax Return Preparation," the following:
  - a. Preparation of Tax Returns on any form which is not otherwise published and made available to the returnee for purposes of accounting to the United States, State, Territory, or Political Subdivision in which such Plan Member is domiciled.
  - b. Preparation of more than One Tax Return per Tax Year for the United States, any State, Territory, or Political Subdivision.
  - c. Preparation of any returns in respect to any Estate or Trust for purposes of accounting with the United States, any State, Territory, or Political Subdivision relating to estate or death Taxes.
  - d. Preparation of foreign tax Returns or accounting to the United States, any State, Territory, or Political Subdivision.
  - e. Tax Service Firm shall not be responsible for interest or penalties assessed against a Plan Member because of errors, incorrect, or inaccurate information supplied by Plan Member to the preparer of the return.
  - f. For Plan Member to be eligible to have his Tax Return prepared for the taxable Year that he becomes a Plan Member, his enrollment date must be prior to October 16th. Plan Member agrees to furnish to the Tax Service Firm, prior to April 1st all information necessary for the Preparation of his Tax Returns. Plan Member will be ineligible for tax Preparation if he fails to provide the necessary information to the Tax Preparing Firm.
  - g. Completed Tax Returns for said Plan Member shall exclude schedules or statements involving the sale, transfer, income, or loss of business ventures, capital assets, farms, income averaging, rentals, and tax credits. If Tax Service Firm needs to prepare one or more of the above schedules or statements for a specific Plan Member, such will be prepared automatically if the Tax Service Firm's charges would be less than an additional charge of Twenty Dollars (\$20) to the Plan Member. If the charges for preparing the above Schedules or Statements are over Twenty Dollars (\$20), Tax Service Firm will contact Plan Member for express permission to complete the return.

**General Provisions Relating to Plan Members:**

1. *Effective Date* — The effective date for membership in the Plan and all benefits derived therefrom shall be that date indicated in the Participation Agreement signed by Fortement and the Member Subscriber.
2. *Judicial and Administrative Proceedings* — Coverage under the Plan is intended to include courts, juries, coroners, hearing officers, arbitrators, magistrates, justices of the peace, mayors, tribunals, legislative committees, commissions, commissioners, inquests, panels, investigative bodies, boards, and such other agencies of all types constituted by or under color of governmental authority. This is to be construed to cover the entire gamut of formal actions before official bodies of every kind that might assert jurisdiction over the person, property, or interests of the Plan Member. If any agency is not apparently covered by the express language of the Trusteed Plan, the Firm and client are requested to apply to Fortement for a ruling on coverage.
3. *Family Plans* — Family Plans provide benefits for the Plan Member and persons with the following relationship to a Plan Member (1) Spouse, (2) an unmarried child (including common-law, adopted, step, and foster children) under twenty-one (21) years of age who has the same residence as the Plan Member and is dependent upon the Plan Member for support and maintenance, (3) widow, widower, or child of a deceased Plan Member (eligible at the time of death) for six (6) months after the Plan Member's death where the individual shall be considered dependent until the matters are concluded.
4. *Member Only Plans* — Member only Plans provide benefits solely for the enrolled individual.
5. *Covered Member* — Where any conflict arises between or among family Plan Members, the covered Plan Member shall be that party whose wages, employment deductions, or contributions are being made to effect membership in the Plan.
6. *Number of Events Covered* — Plan Members shall be entitled to the benefits provided for in these Plans without limitation as to the number of events in any one contract year or the number of dependents of a Plan Member having recourse to such benefits.
7. *Geographic Reciprocity* — Plan Member will have the same covered benefits provided under the Plans where Fortement has a Designated Firm in that Service Area in which Plan Member is in need of legal representation.
8. *Costs* — It is expressly understood that benefits are limited to payment of fees for services provided and that all costs and expenses incidental to any legal matter including court filing fees, sheriff fees for service of summons, or other process, deposition and discovery costs, travel, reproductions, long distance tolls, fines, penalties, or damages assessed will be borne and paid directly by the Plan Member.
9. *Plan Summary* — Fortement will provide Plan Member with a Plan Summary which will detail through graphic art and popular language the legal process, instructions, and benefits provided.
10. *Membership Card* — Fortement will provide Plan Member with a membership card which will denote Fortement's address, phone number, Plan Member's name, Plan Member's individual plan number, and their Designated Firm's name, address, phone number and the selected Plan.
11. *Member Participation* — Where Plan Members are voluntarily contributing the fees either partially or wholly, Plan Member may withdraw from participation in the Plan at any time except when Plan Member has had occasion to use any of the benefits provided under the Plans while they are a Plan Member. Plan Member agrees that they will continue their participation and contributions in the Plan for a minimum of one (1) year from the date covered services were rendered by the Firm.
12. *Non-Payment of Fees* — Fortement will be responsible to provide Plan Members with a Designated Firm which will provide the legal representation to Plan Member for the covered benefits under the Plan only when Fortement has received the appropriate fee from the Member Subscriber in behalf of Plan Member. Furthermore, Fortement will not be responsible for any fees collected by Member Subscriber in behalf of the Plan Member and not remitted to Fortement.
13. *Grace Period* — Payments under the Plan may be made monthly, quarterly, semi-annually, or annually. The grace period in respect of each method of payment will be thirty (30) days. All coverages terminate under the Plans after the grace period.
14. *Subsequently Discovered Events* — In the event Plan Member's coverage terminates by reason of non-payment or cancellation, but Plan Member shall discover the existence of an event or occurrence that gave rise to a legal problem during the period of time that coverage was in existence, Plan Member shall be entitled to the benefits of his particular Plan; provided, however, that such matter shall be submitted to his Designated Law Firm or Attorney within 60 days after the termination of coverage. Evidence of an event or occurrence for purposes of this section shall consist of any one of the following: (1) a dated letter, memorandum, receipt of purchase or document giving rise to or establishing the date of the legal problem; (2) an overt event, the date of which can be established through the memorandum or report of third parties who have a responsibility to develop information for establishing a claim, responsibility or culpability; or (3) an event declared by Fortement to fall within the provisions under this section.

15. *Right of Plan Member to Select Attorney* — It is clearly understood and agreed that Plan Member is never required to use their Designated Firm for any legal services. Plan Member may select any attorney, at their own expense, to represent him in any matters of a legal nature. Furthermore, Plan Member is not obliged to use the Designated Firm where there is an additional fee assessed by Firm for legal representation.

16. *Firm Selection* — The Firm selection is based on the competence of Firm in a designated Service Area to represent the Plan Members for the multitude of legal benefits provided under the Plan.

17. *Designated Firm* — An Attorney or Firm of attorneys who have entered into an attorney agreement with Fortement and who thereby agree without any additional attorney fee to represent all the Plan Members assigned to their Firm for all the covered benefits in a Designated Service Area. Furthermore, Firm agrees to reciprocate for covered benefits for Non-Assigned Plan Members.

18. *Service Area* — The Service Area is the political subdivision, usually a county, where Firm has agreed to represent Plan Member for the covered benefits. Plan Member will usually be assigned to a Firm with regard to Plan Member's place of employment or residence. Plan Member may contact Fortement or Firm if there are any questions concerning his Service Area.

19. *Non-Assigned Plan Member* — A Plan Member will automatically become a Non-Assigned Plan Member, for the matter involved, when he is in need of covered Plan benefits outside of his Service Area, or where there is a conflict of interest if he is represented by his Designated Firm, or where his Designated Firm's representation would be unethical, improper, or inadequate under the circumstances of the matter involved and the Firm so states in writing to Fortement. In such events Plan Member is requested first to contact Fortement to determine whether there is another Designated Firm in that Service Area having a contractual commitment to provide reciprocal services to Plan Members. If such a Firm is available, Plan Member will have the same benefits provided under the Plans. If no such Firm is available in the Service Area, Plan Member may contact the nearest available attorney and Fortement will pay directly to that attorney a maximum amount of One Hundred Dollars (\$100) for covered legal services rendered in behalf of Plan Member. The maximum amount Fortement will pay in behalf of any Non-Assigned Plan Member is One Hundred Dollars (\$100) during any twelve-month period. It will be necessary for Plan Member to obtain from Fortement authority in writing before he can secure this benefit. In the event the Plan Member would have a continuing need for outside legal services because of the aforementioned reasons, Fortement will endeavor to have the Plan Member assigned to another Designated Firm.

20. *Assessed Attorney Fees* — Plan Member will contract and pay directly to Firm any assessed fees in cases where Plan Member and Firm have agreed on an additional fee to be assessed to Plan Member by Firm for legal representation not covered under the Plan.

21. *Recovery of Legal Fees* — In the event Firm assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, or by the nature of the claim, any attorney fees recovered shall be the property of the Firm.

22. *No Guarantor of Legal Services* — Fortement in the implementation of this Plan has entered into agreements with numerous attorneys, who have agreed to provide stipulated services under the conditions contained in each of the Plans. A Non-Assigned Plan Member under the Plans will have the privilege of selecting his own attorney, who will be paid a sum not exceeding the amount allowable under that Plan. In none of these instances does Fortement, Mener, Mercatus, Employer, Union, Association, Group, Sponsor, or Endorser of the Plan stand in the position of guarantor as to the honesty, proficiency, accuracy or resourcefulness of the individual practitioner or firm of practitioners of law. Accordingly, the Plan Member's recourse for any claim relating to malpractice shall be against the individual attorney or firm of attorneys handling that Plan Member's legal matter.

23. *Grievances* — Fortement has provided the machinery to resolve controversies between Plan Members and Firms to insure the quality of legal services and particularly to resolve disputes as to the benefits provided under the Plan. If the matters cannot be resolved among the interested parties, Plan Member may request that the matter shall be resolved by arbitration under the rules of the American Arbitration Association, which shall be binding upon all parties. Costs of arbitration shall be assessed by the arbitration committee against such party as in its discretion it shall deem responsible or liable. Costs may also be divided by the committee. Any application or demand to arbitrate shall be served by mailing a copy of the demand or application by registered or certified mail to the parties involved. This grievance machinery is not to be construed in any way as to prevent Plan Member from filing a complaint with any Bar Association of which the attorney may be a member. Furthermore, this grievance machinery is not to be construed in any way as to prevent any Bar Association from acting independently on such complaint.

24. *Authority to Communicate* — Fortement or its agent shall have authority to communicate with Plan Member by mail, telephone or direct contact concerning any questions about (1) their membership in the Plan, (2) benefits, (3) disputes with attorney, (4) questions of coverage, (5) continuation or termination of participation in the Plan, or (6) administrative questions relative to payroll deductions, etc. In no way will the confidential relationship of attorney-client be interfered with by Fortement in the gathering of the above referred to matters.

25. *Plan Member Termination* — If Plan Member terminates his association from the group for any reason whatsoever he may contact Fortement directly to continue his membership in the Fortement Association's Trusteed Pre-Paid Legal Plan. When Plan Members' dependents reach the age of twenty-one (21) they are eligible to become a Full-Plan Member. They may contact Fortement to obtain the necessary procedures for enrollment at that time.

26. *Decreasing Rates and Increasing Benefits* — Fortement may decrease rates or increase benefits of the various plans at its discretion and may be incorporated automatically by Fortement upon the notification to the Member Subscriber and Plan Member.

27. *Increasing Rates and Decreasing Benefits* — Fortement may increase rates or decrease benefits of the various plans by mutual consent of Fortement and the Member Subscriber in behalf of the Plan Members.

28. *Designated Tax Service Firm* — A Tax Preparer or Firm of Tax Preparers who have entered into an agreement with Fortement and who thereby agree without any additional fee to prepare for all the Plan Members assigned to their Tax Service Firm all the covered benefits in a Designated Service Area. There is no reciprocity for covered benefits for Non-Assigned Plan Members for this service.

29. *Right of Plan Member to Select Tax Service Firm* — It is clearly understood and agreed that Plan Member is never required to use their designated Tax Service Firm for any services. Plan Member may select anybody, at their own expense, to represent him in any matters regarding taxes. Furthermore, Plan Member is not obliged to use the Designated Tax Service Firm where there is an additional fee assessed by the Tax Service Firm for services.

30. *No Guarantor of Tax Services* — Fortement in the implementation of this Plan has entered into an agreement with a Tax Preparing Firm on behalf of all Designated Law Firms. The Tax Preparing Firm has agreed to provide stipulated services under the conditions contained in each of the Plans. Fortement, Mener, Mercatus, Employer, Union, Association, Group, Sponsor, or Endorser of the Plan does not stand in the position of guarantor as to the honesty, proficiency, accuracy or resourcefulness of the individual Tax Preparer or Tax Preparing Firm. Accordingly, the Plan Member's recourse for any claim shall be against the Tax Preparer or Tax Preparing Firm handling that Plan Member's tax matters.